

PART I – THE SCHEDULE

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS
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B.1 TYPE OF CONTRACT AND SERVICES BEING ACQUIRED

This is a performance-based cost-plus-award-fee contract for the West Valley Demonstration Project (WVDP) and includes the facility disposition, stewardship, maintenance and operational activities as currently authorized under the existing regulatory framework at WVDP. The contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. This contract applies performance-based contracting approaches and expects the contractor to implement techniques that emphasize safe, efficient, and measurable results.

B.2 ESTIMATED COST AND AWARD FEE

The contract period, including the 60-day transition period will consist of all work up to and including the demolition of the Main Plant Process Building (CLIN 6.1). The contract period, including the transition period, shall not exceed seven (7) years.

Contract Transition Period (Estimated to begin May 1, 2011, and end June 30, 2011)

Estimated Cost \$ _____

No fee is payable for the contract transition period.

Remaining Contract Period (Estimated to begin on July 1, 2011, and end no later than April 30, 2018)

Estimated Cost	\$ _____
Total Available Award Fee	\$ _____
Total Price	\$ _____

All fee earned under this contract will be award fee. The cumulative maximum award fee shall not exceed 10% of the estimated cost.

B.3 AWARD FEE

- (a) The contractor shall earn award fee as detailed below. The contractor shall not earn any fee for contract transition.
- (b) The total available award fee for the contract period can be earned through objective and/or subjective fee components consisting of award fee criteria and/or performance based incentives (PBIs). The PBIs proposed by the contractor and agreed to by DOE will become a part of the Award Fee Plan. These components and available award fee for the periods will be provided in the Award Fee Plan.
- (c) The CO will prepare and issue the Award Fee Plan prior to the start of each fiscal year. The CO may provide draft award fee criteria and PBIs for contractor review

and input; however, the CO reserves unilateral discretion to issue and modify the Award Fee Plan without contractor review. The PBLs may be a combination of single year and multi-year. The award fee plan may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

- (d) The amount of earned total award fee shall be unilaterally determined by the Fee Determining Official (FDO) semi-annually. This determination shall be based upon the FDO's evaluation of the contractor's performance, as measured against the Award Fee Plan. Upon the FDO's final determination of the earned award fee for each evaluation period, the contractor may invoice the fee amount. The FDO may authorize payment of objective PBLs once performance of certain areas within the Performance Work Statement to which those PBLs are tied to in the Award Fee Plan have been completed and evaluated.
- (e) Any unearned award fee from each evaluation period will not be eligible to be earned in any future period(s).

B.4 OBLIGATION OF FUNDS

Pursuant to the clause in Section I, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$ TBD have been allotted for obligation and are available for payment of services provided from the effective date of this contract through TBD .

B.5 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If a company is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, it shall share the total available fee of the contract with the other companies of the team in accordance with the teaming arrangement agreement. The FAR 31.205-26(e) restrictions on profit/fee regarding sales or transfers between any divisions, subdivisions, subsidiaries, or affiliates of the "contractor" shall apply to both the Contractor Team Arrangement and to the individual companies of the Contractor Team Arrangement. Additionally, separate, additional fee is not an allowable cost under this contract for subcontractors, suppliers, or lower-tier subcontractors that are wholly-owned by any team member, majority-owned by any team member, or affiliates of any team member.
- (b) The fee restriction in paragraph (a) does not apply to members of the contractor's team that are: (1) small business(es); (2) protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause, Mentor-Protégé Program; or (3) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract.

For the purposes of this clause, the term company shall include universities and

non-profit organizations.

B.6 DOE AUTHORIZATION OF WORK

The CO will authorize work as follows:

- (a) The contractor is authorized to conduct work in accordance with the approved baseline, subject to the limitations of the Section B clause, Obligation of Funds.
- (b) The contractor's initial Project Execution Plan shall detail the work activities to be performed. Until DOE approves the contractor's baseline, the Project Execution Plan will be used to authorize work.
- (c) After the baseline has been approved by DOE, the contractor shall work to the baseline. The contractor shall develop and maintain the baseline in accordance with Clause H.18, Project Control Systems and Reporting Requirements. When required, the CO may make changes within the general scope of the contract in accordance with the Changes clause. The CO has review and concurrence authority during the baseline change management process. As additional activities and facilities are deemed available, the baseline change management process will be utilized for work authorization and could result in contract modifications to adjust scope and schedule.

B.7 ADVANCED UNDERSTANDING - CHANGES TO CONTRACT COST AND CONTRACT FEE

The contractor is responsible for total performance under this contract, including selecting the specific approaches and methods to perform all work. For all contract work within the control of the contractor, the consequences of any adverse contractor work performance; consequences of any regulatory actions in response to adverse contractor work performance; and/or inability to accomplish the contractor's proposed technical approach shall not be a basis for an upward adjustment to the fee(s) of the contract.

The contractor is entitled to a change in contract cost, but not fee, for contributions to any defined benefit pension plan or medical plan.

B.8 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT

- (a) Contract transition is a 60-day period of time prior to the date the Contractor assumes full responsibility. During the transition period, the Contractor shall perform those activities necessary to be prepared to assume full responsibility for the contract requirements. During the transition period, the Contractor shall bring to the site its management team and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability. The Contractor shall coordinate its activities with DOE and the incumbent

Contractor so as to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.

- (b) The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent will be subject to a 30-day review and approval period.
- (c) All transition costs shall be included in the total estimated cost of this contract.

B.9 TRANSITION ACTIVITIES

- (a) During the transition period, as specified in the clause in Section F entitled "Period of Performance," the Contractor shall perform those activities that are necessary to transition work from the incumbent contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel and logistical support (office space, computers, telephone, etc.) during the transition period, unless specifically directed otherwise by the Contracting Officer.
- (b) The Contractor shall submit a transition plan and budget to the Contracting Officer for approval within **5 working days** after award of the contract. The plan shall include a schedule of major activities, and address as a minimum:
 - Communication process among DOE, the incumbent WVDP Contractor, assigned subcontractors, incumbent employees, and other WVDP contractors;
 - Identification of key transition issues and milestones;
 - Identification of a transition team (inclusive of consultants and teaming members, if any);
 - Integration of work packages (direct and indirect) and budgets from incumbent contractors;
 - Approach to minimizing impacts on continuity of operations;
 - Dispute Resolution;
 - Human resource management;
 - Implementation of existing or proposed management and operating systems (e.g., Project Management, Integrated Safety Management Operating Procedures, General Electronic Data Processing, Budget and Planning, Purchasing Material, Compensation, Labor/Payroll, Indirect and Direct Costs, Property Management, Billing and Estimating);

- A cost breakdown sufficient to support the proposed transition budget;
 - Development of all interface control documents;
 - Assumption of permits, applications, licenses, and other regulatory documents;
- (c) After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing that it is ready to assume full responsibility for the work. The Contractor shall assume full responsibility for the work upon the date specified in writing by the Contracting Officer.